

FIRST STEPS BUS SERVICE AGREEMENT

The County School Board of York County (Board), the York County Board of Supervisors (Supervisors) and Child Development Resources, Inc. (CDR), a Virginia non-stock, nonprofit corporation, make this Agreement dated as of _____, 2002, to establish the terms and conditions for the use of the Board's school buses by the CDR/First Steps Program, pursuant to Section 22.1-182 of the 1950 Code of Virginia, as amended, and the Supervisors Support Agreement with CDR.

WITNESSETH:

That in consideration of reimbursement pursuant to paragraph 12 herein, and in consideration of the CDR/First Steps Program receiving the use of the Board's school buses pursuant to this Agreement, and other good and valuable consideration, receipt of which the Board and the Supervisors hereby acknowledge, the Board and the Supervisors hereby agree to the following:

1. NOTICE: The First Steps Program Administrator shall obtain the use of a Board school bus by submitting a written request to the Division Superintendent fifteen (15) or more days before the date needed. The request shall state fully the proposed use, the date needed, the starting point and destination, and the number of passengers.

2. APPROVAL: Upon receipt, the Division Superintendent shall review the request described above in a timely manner. The Division Superintendent shall approve a proper request if allocation of a school bus for the requested use would have no adverse effect on student transportation schedules. The First Steps Program Administrator shall be

notified of the Superintendent's action by appropriate means.

3. PERMISSIBLE USES: CDR/First Steps shall use any bus provided pursuant to this Agreement solely for official purposes as authorized by Code § 22.1-182.

4. BUS DRIVERS ASSIGNED BY SCHOOL DIVISIONS: Only certified school bus drivers employed by the Board shall drive buses provided by the Board under this Agreement.

5. SUPERVISION AND PROTECTION OF PASSENGERS: CDR, Inc. shall provide sufficient adult supervision to ensure the safety of the school bus occupants.

6. FLASHING LIGHTS AND "SCHOOL BUS" INSCRIPTION: The flashing red lights shall be used and the "School Bus" inscription shall be evident, as required by Code § 22.1-183, for a bus used pursuant to this Agreement.

7. PASSENGER LOAD LIMITS: The rated pupil passenger capacity of the vehicle shall not be exceeded. The passenger capacity for adults shall not exceed two-thirds of the rated pupil capacity of the vehicle. Standees shall not be permitted at any time.

8. GEOGRAPHIC LIMITATIONS ON THE USE OF SCHOOL VEHICLES: CDR, Inc. and the Supervisors shall limit use of the school bus to the geographical boundaries of York County except for an authorized First Steps Program field trip outside of the County's geographical limits.

9. SIMULTANEOUS JOINT USE OF THE VEHICLE(S) PROHIBITED: CDR, Inc. use of the school bus being exclusive under this Agreement, the Board and CDR, Inc. shall not use the school bus simultaneously.

10. INDEMNIFICATION: CDR, Inc. and the Supervisors agree to indemnify and

hold harmless the Board, by insurance or otherwise, to the extent allowable by law, from liability for damages to persons or property arising from the use of a school bus under this Agreement, pursuant to the provisions of Code § 22.1-182.

11. ADDITIONAL INSURANCE COVERAGE: The Board shall obtain insurance coverage for liability arising from the use of school buses by the First Steps pursuant to this Agreement. The Board shall list itself, its employees and the Supervisors and the Supervisors' officers, employees, employees of First Steps and agents as named insured on this insurance coverage. The insurance can be effected either by an endorsement to the Board's regular school bus liability policy or as a separate policy. The insurance will be obtained within 60 days of executing this agreement and no bus shall be made available until the insurance is in effect. The cost of the insurance will be reimbursed to the Board in the manner described in paragraph 12 below.

12. REIMBURSEMENT: CDR, Inc., shall reimburse the Board for the costs incurred by operating school buses pursuant to this Agreement as follows:

A. The cost of transporting students between residences and the First Steps Program facility will be determined on a per mile basis. The following factors shall be included in the per mile cost figure:

- a. The current mileage cost for operating a school bus.
- b. A depreciation charge.
- c. The wages of the driver furnished by the Board at the same hourly rate as other Board bus drivers.
- d. Increased insurance cost directly caused by this Agreement.

For term of this Agreement a fee computed at the cost of driver's wages plus \$.93 per mile of use for each request from July 1, 2002 through June 30, 2003, shall reimburse the Board for the costs listed above, including field trips. This mileage shall be computed from the pickup point of the bus monitor to the stop at the First Steps facility each morning and the reverse order each afternoon.

B. The cost for field trips shall be computed as follows: the cost of driver's wages plus \$.93 per mile, between the points designated in the First Steps Program Administrator's request for bus service.

C. CDR, Inc., shall also reimburse the Board for the following extraordinary expenses:

- a. The cost of any and all damage other than ordinary wear and tear to the vehicle incurred through such use (other than collision).
- b. On the road maintenance and any other maintenance caused by the negligence of the CDR, Inc., employees or agents while using a school bus pursuant to this Agreement.
- c. If the parties cannot agree on the cost to repair such damage, or to perform required maintenance, the cost shall be the lowest of three bids on the necessary repair work by independent contractors.

D. The Supervisors shall guarantee to the Board all payments required to be made hereunder, and shall promptly reimburse the Board for any costs incurred pursuant to this agreement in the event CDR, Inc., shall fail to make such reimbursement within 60 days of having been requested to do so by the Board.

13. ASSIGNABILITY: This Agreement cannot be assigned by any party.

14. TERM: This Agreement is valid from the date of execution until June 30, 2003 and can be canceled at any time by either the Board or by the Supervisors providing written notice to the other at least 30 days prior to termination of the agreement.

YORK COUNTY SCHOOL BOARD

Attest:

Marilyn Staton, Clerk
York County School Board

By: _____
Steven R. Staples
Superintendent

YORK COUNTY BOARD OF SUPERVISORS

Attest:

By: _____
James O. McReynolds
County Administrator

CHILD DEVELOPMENT RESOURCES, INC.

Approved as to form:

County Attorney

By: _____
Corinne Garland
Executive Director

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